IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

NORTECH PACKAGING LLC, an Illinois limited liability company, Plaintiff, v. PMI CARTONING INC., an Illinois corporation, TISHMA ENGINEERING, LLC, an Illinois limited liability company, CHICAGO AUTOMATION, LLC, an Illinois limited liability company, Nebojsa Dabic, Milan Kosanovic, Wayne Olkowski, Petar Tisma, Stevan Tisma, Dean Tisma, Sasha Tisma, Branko Tisma and DOES 1-10, inclusive, individually and/or as agents or employees of PMI CARTONING, INC., TISHMA ENGINEERING, LLC, and/or CHICAGO AUTOMATION, LLC, Defendants.	:	1:16-CV- Hon.

PLAINTIFF, NORTECH PACKAGING LLC'S MOTION FOR A
TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION

Plaintiff, Nortech Packaging LLC ("Plaintiff" or "Nortech Packaging"), by its undersigned counsel of record, respectfully moves this Court, pursuant to Rule 65 of the Federal Rules of Civil Procedure for a temporary restraining order and a preliminary injunction. Nortech Packaging is filing contemporaneously herewith its Memorandum of Law in Support of Motion for Temporary Restraining Order and Preliminary Injunction, and the Affidavits of Bojan Jovanovic ("Jovanovic Aff.") and David Showman ("Showman Aff.").

Attached hereto is the Certification of Plaintiff's Attorney pursuant to Rule 65(b) regarding notice of this Motion. For its Motion, Plaintiff states as follows:

1. Nortech Packaging brings this motion to put an immediate stop to ongoing, unlawful and irreparably harmful conduct. The Defendants in this case are engaged in a continuing, concerted and unlawful effort to deprive Plaintiff of its customers' business, using proprietary equipment and technology stolen from Plaintiff.

2. The Defendants had access to Plaintiff's computers, mechanical drawings and other trade secret information as the prior owners, agents and employees of Tishma Innovations, LLC ("TI"). Plaintiff purchased TI's business assets, including its goodwill, in a sale of collateral following TI's default on its loans from FirstMerit Bank.

3. Defendants, who are members of the Tisma family and their business associates, as well as three of the companies owned and operated by the Tismas, are actively using equipment and intellectual property, including valuable trade secret technology, converted and misappropriated from Plaintiff, to take away Plaintiff's customers and eliminate Plaintiff as a competitor.

4. As more fully set forth in the accompanying Complaint and in the Jovanovic and Showman Affidavits, as a result of Defendant's unlawful use of Plaintiff's trade secrets and trademark, Plaintiff is suffering irreparable harm to its goodwill and reputation, which will continue and increase if injunctive relief is not immediately granted.

5. A temporary restraining order and preliminary injunction would properly be issued under the circumstances of this case based upon the following:

(a) There is no adequate remedy at law;

(b) There is a strong probability that Plaintiff will succeed on the merits of this action;

(c) Plaintiff will suffer irreparable harm if interim relief is not granted;

(d) The balancing of the relative harms favors the Plaintiff; and

(e) The public interest will be served by the issuance of the injunction.

6. Simultaneous with the filing of this Motion, Plaintiff filed a Complaint against Defendants alleging claims for misappropriation of trade secrets under the Defend Trade Secrets Act of 2016 ("DTSA"), 18 U.S.C. §1836(b)(1) *et seq.*, and the Illinois Trade Secrets Act ("ITSA"), 765 ILCS 1065/1 *et seq.*; trademark infringement under 15 U.S.C. §1114 *et seq.*; trademark infringement, unfair competition and false designation of origin under 15 U.S.C. §1125(a), *et seq.*; trademark infringement, unfair competition and deceptive trade practices under the laws of the State of Illinois, including the Uniform Deceptive Trade Practices Act, 815 ILCS 510/1, *et seq.*; conversion under Illinois law; and tortious interference with business relationships under Illinois law.

WHEREFORE, for the reasons set forth herein, and as further set forth in Plaintiff's Memorandum of Law and the Jovanovic and Showman Affidavits, both in support hereof, Plaintiff respectfully requests that this Court enter an order:

1. Requiring that Defendants and their officers, agents, servants, employees, owners and representatives, and all other persons, firms or corporations in active concert or participation with them, be preliminarily enjoined and restrained from, (a) selling or providing any packaging-related products, services or business of any kind, including but not limited to, the manufacturing, creating, developing, selling or repairing of equipment, machinery, parts, replacement parts, computer programs or software, directly or indirectly, to any existing or prospective customer of Plaintiff or Tishma Innovations; (b) soliciting any existing or prospective customer of Plaintiff or Tishma Innovations for any of the foregoing business; (c) using any item or part thereof of Collateral, including, without limitation, Plaintiff's trade secrets, in commerce of any kind; (d) using the TISHMA mark or any colorable imitation thereof, in connection with any products or services; (e) doing any act or thing calculated or likely to cause confusion or mistake in the minds of members of the public, or current or prospective, direct or indirect, customers of Plaintiff's products, with respect to the source of any products offered for sale, sold or distributed by Defendants, or with respect to Plaintiff's certification, authorization, sponsorship or approval of products or services offered for sale, sold or distributed by Defendants; or (f) engaging in any acts constituting

trademark infringement, unfair competition or false designation of origin under federal or state law, or constituting a deceptive trade practice under Illinois law;

2. Requiring Defendants immediately to surrender possession of, and transfer to the custody of Plaintiff or its designated agent, all items of Collateral, including but not limited to, all items containing Plaintiff's trade secrets;

3. Requiring Defendants to pay Plaintiff's costs and reasonable attorneys' fees in connection with this Motion; and

4. Granting Plaintiff such other and further relief in its favor and aid as the Court deems just and proper.

Dated: October 4, 2016

NORTECH PACKAGING, LLC

By: /s/Steven M. Shebar
One of Its Attorneys

Steven M. Shebar (#6297608)
SHEBAR LAW FIRM
110 N. Gables Blvd.
Wheaton, Illinois 60187
(708) 434-5669
(630) 877-6833 (cell)
steveshebar@shebarlaw.com

Attorneys for Plaintiff Nortech Packaging, LLC

RULE 65(b) CERTIFICATION

I, Steven M. Shebar, an attorney admitted to practice before this Court representing Plaintiff herein, certify that:

1. On or about September 28, 2016, I telephoned attorney Louis D. Bernstein, and informed him of the issues raised in the foregoing Motion.

2. In our phone conversation, Mr. Bernstein informed me that he did represent some of the individual and corporate Defendants, but that he was not sure whether he represented all of the Defendants.

3. The next day, September 29, I sent Mr. Bernstein an e-mail with attachments, detailing the claims of Plaintiff against Defendants. Mr. Bernstein responded later that day via e-mail, stating that he would review the matter and discuss it with his clients. I then sent another e-mail that day, correcting an aspect of my first e-mail, and reiterating my request for Mr. Bernstein to identify which of the Defendants he represents. Five days later, on October 4, after I had already prepared the instant Motion and related papers, Mr. Bernstein e-mailed that he would be providing a response by the end of the week. Copies of the foregoing e-mails are attached hereto as Exhibit A.

4. Following the filing of the instant Motion and related documents on October 4, 2016, I e-mailed same to Mr. Bernstein. I intend to advise Mr. Bernstein by phone and e-mail as soon as I determine which courtroom and at what time I will be seeking to have the TRO entered in this matter.

/s/Steven M. Shebar

EXHIBIT A

Gmail by Google

Steve Shebar <steveshebar@shebarlaw.com>

Re: Tishma / Tisma Infringements

1 message

Louis Bernstein <lbernstein@bernsteinlawchicago.com> Tue, Oct 4, 2016 at 5:11 PM
To: Steve Shebar <steveshebar@shebarlaw.com>

Steve, I will be meeting with my clients with the holidays over with the intent to send a response letter to you by the end of the week.

Louis D. Bernstein
The Bernstein Law Firm, LLC
350 N. Clark St., Suite 400
Chicago, Il. 60654
Phone: 312-645-6091
Fax: 866.929.7392
lbernstein@bernsteinlawchicago.com
http://bernsteinlawchicago.com/

BERNSTEIN LAW FIRM LLC

The information contained in this email communication is intended only for the personal and confidential use of the designated recipient named above. This message may be an attorney-client communication, and as such is privileged and confidential. If the reader of this message is not the intended recipient, you are hereby notified that you have received this communication in error, and that any review, dissemination, distribution, or copying of the message is strictly prohibited. If you have received this transmission in error, please notify us immediately by telephone and/or reply email.

From: Steve Shebar <steveshebar@shebarlaw.com>
Date: Thursday, September 29, 2016 at 7:09 PM
To: Louis Bernstein <lbernstein@bernsteinlawchicago.com>
Subject: Re: Tishma / Tisma Infringements

Lou - I have a correction to make to my prior e-mail. The first two links are my client's uses. However, the Chicago Automation (owned or managed by Dean Tisma) website's use of Tishma Technologies is unauthorized. In addition, we believe and will confirm that there are other "Tishma" entities still actively engaged in commerce, such as Tishma Engineering and Tishma Investments, which are owned and/or operated by your clients. We have learned from customers that Sasha Tisma and others are using the name Tishma Engineering to solicit customers of Tishma Innovations (now Nortech's customers).

Also, can you please identify which of the following list of individuals and entities are your clients?

PMI CARTONING INC., TISHMA ENGINEERING, LLC, CHICAGO AUTOMATION, LLC,
Petar Tisma, Stevan Tisma,
Dean Tisma, Sasha Tisma and Branko Tisma.

In addition, if you represent any employees (management or otherwise) of any of the foregoing entities, please advise.

Gmail by Google

Steve Shebar <steveshebar@shebarlaw.com>

Re: Tishma / Tisma Infringements

1 message

Louis Bernstein <lbernstein@bernsteinlawchicago.com> Thu, Sep 29, 2016 at 5:41 PM
To: Steve Shebar <steveshebar@shebarlaw.com>

I'm in receipt, will review and will discuss with my client.

Louis D. Bernstein
The Bernstein Law Firm, LLC
350 N. Clark St., Suite 400
Chicago, Il. 60654
Phone: 312-645-6091
Fax: 866.929.7392
lbernstein@bernsteinlawchicago.com
http://bernsteinlawchicago.com/

BERNSTEIN LAW FIRM LLC

The information contained in this email communication is intended only for the personal and confidential use of the designated recipient named above. This message may be an attorney-client communication, and as such is privileged and confidential. If the reader of this message is not the intended recipient, you are hereby notified that you have received this communication in error, and that any review, dissemination, distribution, or copying of the message is strictly prohibited. If you have received this transmission in error, please notify us immediately by telephone and/or reply email.

From: Steve Shebar <steveshebar@shebarlaw.com>
Date: Thursday, September 29, 2016 at 10:30 AM
To: Louis Bernstein <lbernstein@bernsteinlawchicago.com>
Subject: Tishma / Tisma Infringements

Dear Lou:

Further to our conversation yesterday, as you are already fully aware, Nortech Packaging LLC is the owner of all business assets, including tangible and intangible property, equipment, mechanical drawings, technology, software, designs, the TISHMA trademark, customer lists, goodwill and all business assets of any kind formerly owned by Tishma Innovations. You stated that you were aware of and to some extent involved in the transactions whereby, after Tishma Innovations defaulted on its FirstMerit loans, Nortech purchased those loans and the rights in the collateral therefor (which consisted of, among other things, the previously described business assets). You stated that you were aware that Tishma Innovations surrendered the collateral to Nortech, though you did not believe it was a "UCC sale."

Also further to our conversation yesterday, please be advised of the following ongoing trademark infringements (these are by way of example only, there are many others) and, as we discussed, please instruct your clients to immediately cease and desist from using the TISHMA mark. The links below exist as of today.

In addition, below those links is a list of the Tishma Innovations customers who we are presently aware that your clients are actively soliciting and serving, using proprietary and trade secret technology misappropriated from Nortech/Tishma Innovations. We have also attached some representative spare parts that were stolen from Tishma Innovations' inventory, which have been selling on eBay under your client Sasha Tisma's eBay seller's account.

Your clients are also actively engaged in misappropriating Tishma Innovations' goodwill (which was purchased by Nortech), and, in the process, using Tishma Innovations' (now Nortech's) business assets, tangible and intangible -- which your clients or others working at their direction and/or for their benefit -- have misappropriated. The assets that have been converted include, without limitation, laptops with proprietary/trade secret information, mechanical drawings for equipment repairs and spare parts, and many other essential business assets. Based on witness accounts, we believe your clients are well-aware of what property of Tishma Innovations property has been unlawfully removed and is being used to solicit Tishma Innovations' customers.

We reiterate our demand that your clients immediately cease and desist from all of these infringements, which are causing ongoing irreparable damage to our client's business as we speak. Please advise us immediately of your clients' plans to stop these infringements and return all of the converted tangible and intangible property that has been taken from Tishma Innovations' premises.

The foregoing is without wavier of any claims, damages or remedies Nortech has against anyone in relation to these matters.

Sincerely,

Steven M. Shebar

INFRINGING USES OF TISHMA TRADEMARK, EXAMPLES:

https://www.facebook.com/Tishma-Technologies-LLC-146797852425609/ - displays logo and "Tishma Technologies" as ongoing conern

https://www.youtube.com/watch?v=XWEoaejrFXM - "Aug 30, 2016 - Uploaded by Tishma Technologies" - active promotion of Tishma Technologies as a business

http://www.chicagoautomation.com/ - Owned or operated by Dean Tisma, website says:

“We are pleased to announce that we have joined forces with **Tishma Technologies Group** to expand our standard line of products. Now Chicago Automation LLC will offer Custom Automation & Robotics solutions as well as various Standard and Custom Packaging Machines.”

LIST OF TISHMA INNOVATIONS' CUSTOMERS BEING SOLICITED, USING MISAPPROPRIATED PROPERTY (THERE MAY BE OTHERS)

Mondelez
Mondelez
PCI Pharma Services
B&G Foods
CPC
CPC
Pharma Tech
Riviana Foods
New World Pasta

Kellogs
Meleleuca
Idahoan
Massimo Zanetti Beverage USA
Massimo Zanetti Beverage USA
Barilla

--

SHEBAR LAW FIRM
110 N. Gables Blvd.
Wheaton, IL 60187
708.434.5669
630.877.6833 (cell)

****

CONFIDENTIALITY NOTICE: This electronic mail message and any attached files contain information intended for the exclusive use of the individual or entity to whom it is addressed and may contain information that is proprietary, privileged, confidential and/or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any viewing, copying, disclosure or distribution of this information may be subject to legal restriction or sanction. Please notify the sender, by electronic mail or telephone, of any unintended recipients and delete the original message without making any copies.